

SUPPLEMENTAL INTERLOCAL CONTRACT FOR FUNDING FACILITIES FOR THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT

This Interlocal Agreement made and entered into this 7th day of July, 2009, by and between the County of Clark, a political subdivision of the State of Nevada (hereinafter "County"), and the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter the "City").

W I T N E S S E T H:

WHEREAS, the County and City (collectively the "Parties" and individually a "Party") are the governmental entities responsible for providing police services within their combined jurisdictional boundaries through the merger of their law enforcement agencies into the Las Vegas Metropolitan Police Department (hereinafter the "Department") in accordance with NRS Chapter 280; and

WHEREAS, NRS 280.350 acknowledges the issue of real property acquired for the use and benefit of the Department following such merger, but does not provide details as to the exact method by which such real property is to be acquired and owned; and

WHEREAS, NRS 277.180 provides that two or more public agencies may enter into an interlocal agreement for the joint use of resources for the promotion and protection of the safety, welfare and property of the inhabitants of the Parties; and

WHEREAS, the Parties previously entered into a Master Interlocal Agreement dated April 2, 2008, concerning acquisition and construction of facilities for this purpose; and

WHEREAS, the Master Interlocal Agreement included a provision that the Parties would execute a Supplemental Interlocal Agreement setting forth the specific details with respect to the development of each individual facility.

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the County and City do hereby agree as follows:

1. The County will contract for the design and construction of an addition to the existing MetroComm facility located on Russell Road on land owned by Clark County.

2. The City will contribute funding to the development of the facility pursuant to the funding formula set forth in the Master Interlocal Agreement.

3. The required contribution of the City will be based on the scope of work and budgeted costs set forth in the attached Exhibit "A". The City will not be obligated to fund any actual costs which exceed the aggregate budgeted costs set forth in the Exhibit unless the additional costs have been expressly approved in writing by the City.

4. City reimbursement of its share of the cost of the project will be due upon receipt of an invoice from the County detailing any amounts expended for that purpose supported by proper evidence of the amounts paid.

5. This agreement will commence upon execution by the Parties and continue until all payments due hereunder have been received and the County is fully reimbursed in accordance with this Agreement.

6. Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY: City of Las Vegas
Attention: City Manager's Office
400 East Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101

COUNTY: Clark County
Attention: County Manager's Office
500 South Grand Central Pkwy., 6th Floor
Las Vegas, Nevada 89155-1111

7. Neither party shall assign this agreement without first obtaining the prior written consent of the other.

8. This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

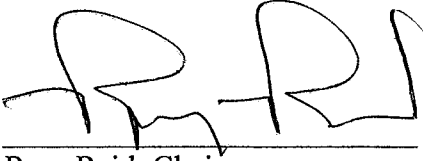
9. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

10. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

11. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

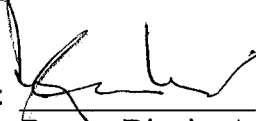
COUNTY OF CLARK, NEVADA

By: 
Rory Reid, Chairman

CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor

Approved as to form:

By: 
Deputy District Attorney

Approved as to form:

By:  4/22/09
Deputy City Attorney

Attest: By: 
BEVERLY K. BRIDGES, CMC, City Clerk

EXHIBIT "A"
LVMPD METROCOMM EXPANSION

Construction Contract	\$3,532,751
Professional Service Fees	430,092
Construction Management	323,250
Furniture/Fixtures & Equipment	624,525
Contingency	603,000
TOTAL	<u>\$5,513,618</u>